IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
Harrisonburg Division

THOMAS D. DOMONOSKE, individually and on behalf of all those similarly situated, Plaintiff, v. BANK OF AMERICA, N.A., a national banking association, Defendant.	Civil Action No. 5:08-cv-00066
VICTOR RIVERA, individually and on behalf of all those similarly situated, Plaintiff, v. BANK OF AMERICA, N.A., a national banking association, Defendant.	Civil Action No. 5:09-CV-00090

DECLARATION OF THOMAS D. DOMONOSKE

The undersigned, Thomas D. Domonoske, declares under penalty of perjury that the following is true and correct:

1. My name is Thomas D. Domonoske. The following statements are based upon my own personal knowledge. I am over the age of 18 and am competent to make the statements in this Declaration.

2. I am the named plaintiff in Civil Action No. 5:08CV00066. I am providing this Declaration in response to the Court's orders entered on December 2, 2009 and December 9, 2009 and in support of the motion to approve the proposed Class Settlement.

EXHIBIT 4

3. I want this action to proceed as a class action, and want to obtain a remedy for people similarly situated to me on the grounds set forth in the settlement agreement filed with the court on September 30, 2009.

4. I understand my duties as a class representative would be to make decisions in the best interests of that class.

5. I am able to perform my duties as a class representative, including communicating with my attorneys, listening and considering their advice, and then making my own decision about what is in the best interests of the class.

6. I am willing to perform my duties as a class representative and to set aside my personal interests for the benefit of the class.

7. I have agreed to perform the duties of a class representative if this Court will authorize the action to go forward as a class action pursuant to the settlement agreement entered into with Bank of America.

8. In the first week of October 2007, I applied for an increase in the amount of an existing home equity line of credit with Bank of America.

9. On November 2, 2007, I withdrew that application and applied for a new home equity line of credit with Bank of America because a new line of credit more closely fit my needs at the time.

10. A few days after that application, I received many notices from Bank of America in the mail, including the following: conditional approval letter, Notice to Applicants for Loans Secured by Real Estate, Equity Maximizer Initial Disclosure Statement, Home Equity

Application Disclosure Checklist, Affiliated Business Arrangement Disclosure Statement, and Hazard Insurance Disclosure.

11. The envelope in which I received these disclosures was postmarked November 6, 2007.

12. A few days after that application, I received another letter from Bank of America in the mail that included a Final Offer Letter containing a Notice of Adverse Action.

13. The envelope in which I received this letter is postmarked November 6, 2007.

14. I did not receive, at any time, a credit score disclosure notice in connection with the October 2007 application for an increased home equity line of credit.

15. On December 12, 2007, I closed on the home equity line of credit transaction with Bank of America. At the closing I received many documents, including the following: Credit Line Deed of Trust; Equity Maximizer Agreement and Disclosure Statement dated December 12, 2007; Privacy Policy for Consumers 2007; Affiliated Business Arrangement Disclosure Statement; Optional Line Protection Plan Addendum dated December 12, 2007; Notice of Insurance Requirements dated December 12, 2007; and Notice of Right to Cancel.

16. I did not receive a credit score disclosure notice in connection with the November 2, 2007 application for a home equity line of credit until a number of days after I had signed the home equity loan agreement at the closing held on December 12, 2007.

17. In the application process, I repeatedly sought the credit score disclosure by asking various Bank of America account representatives to send me the disclosure.

18. I was told by the Bank of America account representatives that the credit score disclosure could not be sent until after the closing process was complete, which in fact is when I received the credit score disclosure.

19. The only agreement I have with my counsel in this action is fully set forth in the representation agreement I have with Mr. Timothy E. Cupp and his law firm, Cupp & Cupp, P.C. My other attorneys have agreed to the terms of that representation agreement.

20. The only agreements I have with Bank of America, N.A. and its counsel about this action are set forth in a Confidentiality Agreement, which is actually multiple documents that need to be read together to comprise the entire agreement, and the Settlement Agreement dated September 30, 2009.

21. I have no side agreements with my counsel, with Bank of America, N.A. or its counsel about this action or the proposed settlement reflected in the Settlement Agreement filed with the Court.

22. I know of no other competing class actions involving the claims asserted in these consolidated actions. However, I have done no research to determine whether there are other similar claims against Bank of America, N.A.

23. I spent many hours reviewing various versions of an agreement to settle these consolidated actions, as well as my case before the consolidation. I reviewed the final settlement agreement in detail before signing it. After due consideration, I concluded that it was in the best interest of the class I represented, and therefore that it was my duty as a class representative to enter into the Settlement Agreement. I would have preferred that certain terms of the Settlement Agreement be different and I am not satisfied that they are not different. Specifically, I am not satisfied with the final language of the injunction proposed by Bank of America. However, I recognize the uncertainty involved in litigation. I also understand that the reality of settlement is that parties must engage in a number of concessions to reach a resolution, and that the goal sometimes is equal dissatisfaction. Moreover, I believe that my personal satisfaction is irrelevant

to my duties as class representative in this case. I recognize the relief on the whole is fair to the class, and I must put aside my personal interest, and I recognized by signing the Settlement Agreement that the settlement ultimately negotiated is fair and adequate to the class.

I declare under penalty of perjury that the foregoing statements are true and correct.

Executed at Harrisonburg, Virginia

Thomas D. Domonoske

Executed this 18 day of December, 2009.